



RENTAL ADJUSTMENT

PROPERTY # 3672

RESIDENT NAME/ADDRESS

Ebony Hendrix
3088 Hess Ave # UNIT # 8
Saginaw, MI 48101

AMOUNT: CHARGE TENANT \$ 1000.00

CREDIT TENANT \$ 0

REASON

Bed bug treatment to unit.

MANAGER (If Applicable)

[Signature]

Date

2/18/2015

REGIONAL PROPERTY MANAGER

Date

CENTRAL OFFICE

Date

Central Office - Original Copy

Lease File - Yellow Copy



Orkin Pest Control COMMERCIAL SPECIAL SERVICE BED BUG AGREEMENT

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE
OF A REPRESENTATIVE OF ORKIN BRANCH MANAGEMENT, WHO HAS
SOLE AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

ROUTE	GRID #
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Customer Name Autumn Ridge / The Crossing Date 2-12-15
Customer Service Address 3670 Hess Rd
City Saginaw State MI Zip Code 48601 Phone 754-9120
Billing Address _____
City _____ State MI Zip Code _____ Phone _____
Service Day _____ Business Type _____
Type and No. Structures to Treat 3688-A
The Rooms / Areas to be Treated _____

- Full - Twin Sets -
- I. **SERVICE GUARANTEE:** Orkin Pest Control (hereinafter "Orkin") will provide a Bed Bug Service (treatment) under the terms and conditions of this Agreement, which supersedes any terms and conditions for bed bug treatment service set out in any other Agreement with Orkin. Orkin will provide treatment to the rooms/areas identified above. This Agreement includes a 30-day retreatment guarantee only. It WILL NOT provide permanent control or continuous protection. Orkin does not guarantee that bed bugs will not return, but if they return to the treated areas within 30 days following the completion of initial service, Orkin will retreat these areas free of charge.
 - II. **SERVICE EXCLUSION:** The Customer understands that this service is for bed bugs only and does not include service for any other pests.
 - III. **CUSTOMER OBLIGATIONS:** Customer understands that results of service are relative to and dependent upon the cooperation of the Customer, and Customer agrees to assist Orkin as reasonably necessary to facilitate service, which includes making accessible the areas to be serviced and completing the Bed Bug Service Preparation Checklist.
 - IV. **LIMITATION OF LIABILITY:** The Customer expressly releases Orkin from liability for any claim for personal injury (including stings or bites from any pests) or property damage (to include the structure or contents) caused by any pests. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided. In no event will Orkin be responsible for consequential damages for loss of use of property. Any claim by the Customer for damages must be made in writing within one (1) year of the incident at issue or it will be deemed waived.
 - V. **INDEMNIFICATION:** The Customer agrees to defend, indemnify and hold harmless Orkin, its directors, officers and employees, agents and representatives, from and against any and all claims, lawsuits, losses, penalties, damages, expenses (to include reasonable attorney's fees), settlements, costs, charges and liabilities of every kind and nature arising out of or relating to any and all claims, demands, obligations, actions, proceedings or causes of actions of every kind and character, including injury to person or property of whatsoever kind and nature in connection with the services provided hereunder (hereinafter "Claim"), unless such Claim is caused by the gross negligence or willful misconduct of Orkin.
 - VI. **MEDIATION/ARBITRATION:** ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BINDING ARBITRATION. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION SHALL BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA. IF ADMINISTERED UNDER THE AAA RULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE ARBITRATOR'S POWERS TO CONDUCT ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT SHALL BE LIMITED AS FOLLOWS: ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH ANY ACTION OR LEGAL PROCEEDING UNDER ANY OTHER AGREEMENT OR INVOLVING ANY OTHER PREMISES, AND WILL NOT PROCEED AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE ACTION. EITHER PARTY HAS THE RIGHT TO REQUIRE A PANEL OF THREE (3) ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT ANY TIME PRIOR TO THE HEARING THAT THE AWARD BE ACCOMPANIED BY A REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT THAT A PARTY MAY WITHIN 30 DAYS OF THE ORIGINAL AWARD REQUEST AN ARBITRAL APPEAL TO AN APPEAL TRIBUNAL, CONSTITUTED IN THE SAME NUMBER AND ARBITRATION FEES AND COSTS SUBJECT TO AWARD BY THE APPEAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL REVIEW ALL QUESTIONS OF LAW AND FACT UNDER A CLEARLY ERRONEOUS STANDARD. THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND BINDING. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. CUSTOMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. BEFORE HAVING RECOURSE TO ARBITRATION, CUSTOMER AND ORKIN EACH AGREES TO TRY IN COMMERCIAL MEDIATION RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE MEDIATION.
 - VII. **CHEMICAL INFORMATION WARNING:** Customer shall notify all persons on the premises that Orkin will be applying pesticides in and around the premises, and they have a sensitivity to pesticides or who has a medical condition affected by pesticides, then Customer shall immediately so notify Orkin in writing. At Customer's request, Orkin will provide information about the chemicals to be used in treating the premises.
 - VIII. **APPLICABLE LAW:** This Agreement shall be governed by and construed under the laws of the State of Georgia, without regard to its conflicts of laws principles.
 - IX. **ENTIRE AGREEMENT:** Customer acknowledges that the only terms and conditions of this agreement are those stated within this document and that there are no other terms or provisions which apply other than those printed herein. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement. Provided, however, that as to the paragraph on MEDIATION/ARBITRATION, if the sentence precluding the arbitrator from conducting an arbitration proceeding as a class, representative or private attorney general action is found to be invalid or unenforceable then the entirety of the MEDIATION/ARBITRATION paragraph shall be deemed to be deleted from this Agreement.

I agree to pay ORKIN the below amount prior to receiving this bed bug treatment.

SERVICES RENDERED	\$ <u>1000</u>	PAYMENT MADE BY:
SALES / SERVICE TAX	\$ _____	<input type="checkbox"/> PO # _____
PRODUCT SALES / ONE-TIME CHARGES PLUS TAX (if applicable)	\$ _____	<input type="checkbox"/> CHECK <input type="checkbox"/> CASH
AMOUNT DUE	\$ <u>1000</u>	<input type="checkbox"/> COMPLETE EASY PAYMENT FORM
AMOUNT PAID	\$ _____	
BALANCE DUE	\$ _____	

Inspector Name (Print) Kouy Alkhalaf Employee ID # or Certification # 3179 Shotstick
Branch Telephone Number 792-8715 Branch Street Address Saginaw MI 48603
THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY ORKIN MANAGEMENT
Branch Management Signature _____ Date _____ Customer's Signature _____ Owner _____ Lossco _____ Agent _____ Date _____